



ARRIVED.

Thursday, April 27.
Am. bk. George Curtis, Calhoun, from Newcastle, 8 a. m.
Stmr. Concord, Ulunalele, from Hilo, 10:25 p. m.

Wednesday, April 26.
Stmr. Mikahala, Gregory, from Kaula ports, 5:45 a. m.
Am. sp. William P. Frye, Sewall, from Shanghai, 7 a. m. (off port).

DEPARTED.

Tuesday, April 25.
O. & O. S. S. Coptic, Finch, for San Francisco, 12 midnight.
Stmr. Kinau, Freeman, for Hilo and way ports, 12 m.
Stmr. W. G. Hall, S. Thompson, for Kaula ports, 5 p. m.
Stmr. Claudine, Parker, for Maui ports, 5:30 p. m.

Stmr. J. A. Cummins, Searle, for Waimanalo and Koolau ports, 7 a. m.
U. S. S. Iroquois, Niblack, for Pearl Harbor, 9 a. m.
Stmr. Nocu, Pederson, for Lahaina, Kaanapali, Honokaa and Kukuhaele, 6 p. m.
Stmr. Likelike, Naopala, for Molokai, Maui and Lanai ports, 5 p. m.
Stmr. Kaula, Bruhn, for Kaula ports, 5 p. m.
Stmr. Nihau, W. Thompson, for Kaula ports, 5 p. m.

PASSENGERS.

Departed.
Per stmr. Kinau, April 25, for Hilo and way ports—Dr. Neill, V. S. Clark, Mrs. H. Hart, J. G. Serrao, E. J. Walker, C. M. Lovsted, W. A. Rowell, A. H. Jackson, R. W. Shingle, M. A. Jamieson, W. C. Irwin, Dr. K. Rechiniger and wife, Mrs. George Lycurgus, L. M. Whitehouse, Mrs. W. Hapal, Mrs. S. Hapal, Miss Pulecki, Mrs. M. Naopala and 4 children, E. G. Clark, Thomas Cook, Frank B. Cork.

Per stmr. Claudine, April 25, for Maui ports—Mrs. F. A. Kohler and child, Mrs. R. P. Hise and 2 children, Miss M. Kapakapu, J. L. Fleming, H. M. Wells, M. C. Picanco, Rev. B. Bazata and wife, E. H. Hart, Mr. Ronitz.

Per stmr. Likelike, April 25, for Molokai and Maui ports—R. H. Hitchcock, Rev. J. J. Matthews.
Per stmr. W. G. Hall, April 25, for Kaula ports—J. A. Palmer, A. H. Crook, Tom Ayog, K. Kato, Judge Perry, Yie Sheong and 37 deck.

EVERY BOTTLE WARRANTED.
Chamberlain's Pain Balm will not cost you one cent if it does you no good. Give it a trial if you are troubled with rheumatism. One application will relieve the pain. Pains in the side or chest, soreness of the muscles or stiffness of the joints are quickly cured by applying this liniment. For sale by all dealers and druggists. Benson, Smith & Co., Agents for Hawaii.

TERRITORY OF HAWAII.

Treasurer's Office, Honolulu, Oahu.
In re Dissolution of the Hawaiian Lodge No. 21 of Free and Accepted Masons.

Whereas, the Hawaiian Lodge No. 21 of Free and Accepted Masons, a corporation established and existing under and by virtue of the laws of the Territory of Hawaii, has pursuant to law in such cases made and provided, duly filed in this office, a petition for the dissolution of the said corporation, together with a certificate thereto annexed as required by law.

Now, therefore, notice is hereby given to any and all persons that have been or are now interested in any manner whatsoever in the said corporation, that objections to the granting of the said petition must be filed in this office on or before Tuesday, June 27th, 1905, and that any person or persons desiring to be heard thereon must be in attendance at the office of the undersigned, in the Capitol Building, Honolulu, at 12 o'clock noon of said day, to show cause, if any, why said petition should not be granted.

A. J. CAMPBELL.

Treasurer Territory of Hawaii,
Honolulu, April 24, 1905. 2688

THE

Bank of Hawaii
LIMITED.

Incorporated Under the Laws of the Territory of Hawaii.

PAID-UP CAPITAL.....\$600,000.00
SURPLUS.....200,000.00
UNDIVIDED PROFITS.....102,617.80

OFFICERS:

Charles M. Cooke.....President
P. C. Jones.....Vice-President
F. W. Macfarlane.....2nd Vice-President
C. H. Cooke.....Cashier
C. H. Cooke, Jr.....Assistant Cashier
F. B. Damon.....Assistant Cashier
DIRECTORS: Chas. M. Cooke, P. C. Jones, F. W. Macfarlane, E. F. Bishop, E. D. Tenney, J. A. McCandless, C. H. Atherton, C. H. Cooke.

COMMERCIAL AND SAVINGS DEPARTMENTS.

Strict attention given to all branches of Banking.

JUDD BUILDING. FORT STREET.

THE OLD RELIABLE

ROYAL



BAKING POWDER
Absolutely Pure

THERE IS NO SUBSTITUTE

SHIPPING NOTES.

The barkentine S. G. Wilder got away for San Francisco at 10:15 yesterday morning.

The ship A. J. Fuller took a load of sugar to San Francisco sailing yesterday afternoon.

The transport Logan is expected May 5th or 6th with two battalions of the 13th Cavalry, casualties and over 1000 tons of coal.

Louis Drewson, recently advanced to the position of Second officer of the Alameda, is rapidly convalescing from his attack of sciatica.

The Oceanic liner Australia has been brought down from the Martinez basin where she has been laid up to the company's docks in San Francisco and is being made ready for sea. Officers and crew have been gathered. Where she is to sail and when is a mystery, even to her officers. It has previously been reported that she is coming here for Japanese.

The bark Amy Turner arrived at Hilo on the 22nd, twenty days from San Francisco.

Ed. Devauchelle's new launch was given a trial trip yesterday and proved satisfactory. It has a four-horse power gasoline motor and is to be used in the fish trade between Molokai and Lahaina.

Auction Sale

Thursday, June 1, 1905.

12 o'clock noon at my salesroom, 857 Kaahumanu street, Honolulu.

Lease of Bishop Estate Lands

Situate North Kona, Hawaii, and being as follows:

The makai portions of the lands of Kahaluu, Keahou 1, and Keahou 2, North Kona, Hawaii, lying below the Mauka Government Road, containing an area of 2800 acres more or less, of coffee, fruit and grazing land. Also the Fishing Rights appurtenant to the said lands, until such time as the same may be condemned or acquired by the Government. Proposed lease excepts and reserves all kuleana not owned by the Lessors. It includes an area of about 80 acres of fine land formerly leased to the Hawaiian Tea & Coffee Co., Ltd.

Term of Lease 21 years from 1st day of July, 1905.

Upset price for the annual rental, \$500.00 net above Taxes and a sum equal to one-half years' rental to be deposited upon the day of sale.

Conditions as usual in Bishop Estate leases, and to include a covenant on the part of the Lessee, to continue as sub-tenants on the said lands, should they so desire, all bonafide residents now holding, occupying or cultivating lots. The Lessee shall have the right to limit the size of such sub-leases to a maximum area of two (2) acres, and shall not charge a rate in excess of \$5.00 per annum per acre.

For further particulars apply to the Superintendent of the Bishop Estate, Frank S. Dodge, No. 77 Merchant street, Honolulu; Thos. C. White, Local Agent of the Estate, Kainaliu, Kona, Hawaii, or

JAS. F. MORGAN.

AUCTIONEER.

Kaahumanu St., Honolulu.
2688

BORDEN'S
MALTED
MILK

EAGLE BRAND
HAS NO EQUAL

Prepared by

BORDEN'S
Condensed Milk Co.

New York.

IT'S BEST RECOMMENDATION.

Hollister Drug Co.

REPORT OF COMMITTEE ON THE HILO ARMORY

Your special committee to investigate whether the Hilo armory has been built according to specifications, beg to report as follows:

Your committee have held meetings and taken evidence. Among other evidence is the report of John Ouder Kirk, an independent expert, who made an examination of the building.

ASIATIC EMPLOYEES.

We find that Asiatics were employed in milling the lumber, such milling being done especially for this job. This was contrary to the specifications and the law.

The contractor was notified of this violation before he put the lumber on the building, as was also the Superintendent of Public Works. Both ignored the fact and the entire rustic siding of the building and all other milled lumber was made exclusively by Asiatic workmen, and this in spite of the fact that there is in Hilo a lumber mill which employs exclusively citizen labor.

We call attention to the fact that in another recent case in Honolulu the Superintendent of Public Works condemned lumber used in a government building contract because it was milled by a citizen employing Asiatics.

If the law concerning the employment of citizen labor is to remain on the statute books it should be enforced against all alike, as it is exceedingly unfair to require contractors to base their bids on high-priced citizen labor and then allow a favored contractor to bid low and get the contract, knowing that the citizen labor will not be enforced against him.

NEGLECT OF THE CONTRACTOR AND NEGLIGENCE OF PUBLIC WORKS OFFICIALS.

The specifications call for the constant presence of the contractor or his foreman, while the job is going on. We find that the contractor was not present on the job more than three or four days, and then only when complaints were made that the specifications had been violated.

The contractor, L. M. Whitehouse & Co., sublet the contract to J. C. Carter, and then appointed the sub-contractor its foreman, paying no further attention to the job.

This fact was well known to the Public Works Department, but no objection was made thereto.

We consider this to be a rank violation of the contract and evidence of neglect of duty by the officials of the Public Works Department.

VIOLATION OF SPECIFICATIONS.

We find that there are so many departures from and violations of the specifications that we are forced to believe that they were not only intentional, but systematic, and must have been calculated upon when the contract was estimated upon.

We are informed that as to the bulk of the violations of the contract no attention was paid thereto by the Public Works officials until outside parties repeatedly called attention thereto.

There are so many of these departures from the specifications that we will only enumerate the principal ones. They are as follows:

1. Sills. The specifications called for sills 8x16 inches in size.

The contractor has used sills 10x12 inches in size, making a saving of material of the value of about \$60.

2. Posts, Girders, Stringers and Roof Trusses.

The specifications call for best quality of material, and give dimensions. Some of the posts used are smaller than called for by the specifications, and are of unsuitable and inferior material, resulting in further saving to the contractor and loss to the public.

3. Purlins. The specifications called for 3-foot centers. The plans showed 5-foot centers.

The proper strength of the building requires the purlins to be 3-foot centers, but the contractor ignored the specifications and placed them 5-foot centers, and the Superintendent of Public Works has permitted it.

By not following the specifications the contractor saved about \$60 on this item.

4. Splicing. By ignoring the specifications about splicing the contractor saved about \$30.

5. Outside Trim. By not following specifications the contractor saved about \$50 on this item.

6. Columns of Porch. The specifications called for male-up columns 16x16 inches.

The contractor substituted 8x8 inch plain columns, entirely changing the appearance of the porch and saving about \$50.

7. Window Caps. The contractor ignored the specifications and saved about \$15 on this item.

8. Corrugated Iron Roof. The specifications called for two laps at joints. The contractor only made 1 1/2 laps. This change weakens the roof and saved the contractor about \$75 in weight of iron.

9. Iron Ridging. The specifications call for extra wide ridging. The contractor used narrow ridging instead, making an unworkmanlike job and saving about \$14.

10. Finish Flooring. The specifications call for vertical grain selected flooring.

The contractor has substituted an inferior grade of flooring, making a saving of approximately \$64.

This change will not be compensated for by making a reduction in the price, which is \$4 per 1000 feet of lumber. The inferior grade of lumber will never make as good a marching floor as that specified.

In this connection it is to be noted that while vertical grain lumber was called for, for flooring for the interior of a house to be used by men, inferior material was allowed, while in the case of the Brewer Wharf, where vertical grain was called for to be used on doors, chiefly by horses, the department refused to allow the material to

be used.

This is cited as an illustration of the fact that official favorites can make or break a contractor.

11. Whitewashing Interior. The specifications called for whitewashing the entire interior.

The contractor instead of whitewashing, machine finished the interior at a saving of expense estimated by your committee at \$15.

12. Painting. The specifications called for painting the "exterior" of the building.

The contractor has not painted the roof, and claims it is not included in the word "exterior."

The government inspector agreed with the contractor.

If this claim is allowed it will save the contractor not less than \$85.

Mr. Ouder Kirk reported that the specifications included painting the roof.

We are informed that notwithstanding this, the Superintendent of Public Works has referred this point to arbitration.

We are of the opinion that the Superintendent has no right to arbitrate this point.

"Exterior" means "outside," and the outside of the roof is as much "exterior" as the outside of the walls. The word "exterior" is a plain, ordinary English word, having no technical meaning. It is not open to construction.

The universal custom is to paint iron roofs. It is bad workmanship not to paint them. If the contractor does not paint the roof, the government will have to, or the roof will speedily be eaten up by iron rust, as it is near the sea and the regular wind blows directly to it from the sea.

13. Rustie. The specifications call for best material and a workmanlike job. This would require the rustic to be dried and shrunk. Instead of doing this, the contractor nailed the rustic on green. The joints have shrunk and in many cases are open a quarter of an inch, and in some cases more, so that daylight can be seen in numerous places through the side of the house. This makes a botch job, most unsightly and unweatherly.

14. Nails. The specifications call for best material. In a wet climate like Hilo, galvanized nails should always be used, to prevent speedy rusting out.

The contractor has used black nails, which are an inferior article.

15. Plates. The specifications call for bottom plates to the building. The contractor left these out, until Mr. Ouder Kirk required him to put them in, when he sawed off all the studding and drove the plates in, making a most unworkmanlike job.

16. Steps. The specifications call for front steps of a certain width. The contractor, with the approval of the inspector, has put in steps of only half the specified width, with a corresponding saving to the contractor, while the good looks of the building are diminished by the change.

17. Extras. The contractor has claims for a number of extras.

Mr. Ouder Kirk reports that all of the so-called "extras" are included within the meaning of the original specifications and we agree with him. No extras should be allowed.

18. Changes. The contractor has claims for some changes which he says were ordered by the government inspector.

The contract specifies that no changes shall be made or charged for, except upon an agreement in writing being signed by the Superintendent of Public Works and the contractor.

In spite of the many changes above enumerated, and others not enumerated, there is not a scratch of a pen authorizing one of them.

We consider this provision an absolutely necessary one for the protection of the public interests, and that the Superintendent of Public Works has no right to waive it.

In conclusion, it appears to your committee that the rights of other contractors and the public have been entirely neglected in connection with this contract. The contractor has apparently been permitted to do as he chose, without any adequate check or supervision, the law and the specifications being alike ignored, the public getting the worst of it every time.

We estimate that by the changes in and violations of the contract, the contractor has saved about \$600, or about 12 per cent on the amount of the contract, at the expense of the public.

The Hilo armory is, by the neglect of the Public Works Department and the wilful violation of the contract by the contractor, an inferior and unworkmanlike building.

REPORT OF JOHN OUDERKIRK ON HILO ARMORY.

To the Honorable C. S. Holloway, Superintendent of Public Works—

Sir: At your request I have inspected the armory building at Hilo, now under construction by Contractors L. M. Whitehouse & Co.

I have to inform you that the contractors are not doing the work according to plans and specifications, nor are they complying with the terms of their contract.

I did not find the contractors on the building, nor did I find a foreman, as the specifications call for. To my mind this is important.

I find that the contractors have sublet the building to J. C. Carter, and they are using him as foreman in order to cover that clause in the specifications, which I think is wrong.

I find that they are not using the best material in the building which the specifications call for. The rustic was not stacked up to dry, but was nailed on green, and now the joints are one-quarter of an inch open, which shows very bad from the inside.

I find that they have used black nails on the building where they should have used galvanized nails, as the specifications state material not specified shall be of the best, and to my

mind galvanized nails are the best.

I find the bottom plates left out of the building, as called for on the plans, and if the contractors had a competent foreman on the building—as the specifications call for—such things would not occur.

I think it would be to the best interests of the public if your inspector would stand hard and fast to the plans and specifications and force the contractors to appeal to the Superintendent of Public Works for relief.

I fail to see, taking the plans and specifications as a whole, where the contractors have performed work or furnished material not called for by said plans and specifications, but I do see where the Public Works Department would be justified in calling on the contractors to make a deduction for things left out, but called for by the plans and specifications.

In regard to splicing the beams, I would say that the way they are joined together is amply strong, but if done as shown on the plans, it would make a better job. By changing the splice the contractor saved material and labor.

As specified, all joints of purlins should have a 12-inch splice, but the sub-contractor has made a butt-joint and nailed a piece of 1x6 12 inches long on each side, which is a better job. Labor and material saved on the change is not worth mentioning.

The corrugated iron on the roof, as specified, should have side lap of two corrugations; this is a mistake; it must lap either one and a half or two and a half corrugations. I do not think you should deduct anything from the contractors for this, if the roof is water-tight.

You will find by referring to plans that all outside studding is spaced four feet on centers. I consider this very poor construction; where the walls are to be covered with rustic no studding for rustic walls should be placed more than two feet on centers, but it is not too late to correct this if the department feels so disposed.

The ceiling joists over officers' rooms are specified to be of 2x4; the span being 23 feet, should have stronger joists, say 2x10 or 2x12 inch.

Front steps have been changed by your inspector to about one-half the width shown on plan, which is a great saving to the contractors.

I do not agree with your inspector in regard to painting the outside of building. Your specifications read that exterior of building shall have two coats of paint. I claim the roof is included, as well as the walls. Your inspector says walls only.

All changes made by your inspector and the contractors have been made without any regard to your specifications on page 3, under the head of "Changes."

In conclusion, I would say that you should compel the contractors to either superintend the work themselves or place a competent foreman on the building to look after the sub-contractors.

Respectfully submitted,
JOHN OUDERKIRK.

Honolulu, January 23, 1905.

FORECLOSURES.

MADE BY LAVINIA KAPU (w).

MORTGAGEE'S NOTICE OF FORECLOSURE AND OF SALE.

In accordance with the provisions of a certain mortgage made by Lavinia Kapu (w) widow, of Honolulu, Island of Oahu, Territory of Hawaii, to S. I. Shaw, of said Honolulu, dated the 1st day of August, A. D. 1901, and recorded in the Hawaiian Registry of Conveyances in Liber 227, page 187, and assigned by said S. I. Shaw to Frank C. Betters, by assignment dated May 6, 1902, duly recorded in said Registry;

Notice is hereby given that the said Frank C. Betters, assignee of said mortgage, intends to foreclose the said mortgage for condition broken, to wit, for non-payment of principal and interest when due;

And also that after the expiration of three weeks from the date of this notice, the property conveyed by said mortgage and hereunder described will be sold at public auction at the auction rooms of James F. Morgan, auctioneer, on Kaahumanu street in said Honolulu, on Saturday, the 6th day of May, A. D. 1905, at 12 o'clock noon of said day.

The premises covered by said mortgage intended to be sold consists of: All of that piece or parcel of land situate at Kalanooa, Ewa, Island of Oahu, described in Royal Patent No. 746, L. C. Award No. 9353 to Palau, containing an area of 6-10 acres, said premises being under lease to Woodlawn Fruit Company for a period of 15 years from Sept. 1, 1899, at \$40 per annum.

Further particulars can be obtained from C. F. Peterson, attorney for said Assignee of Mortgage, and from said James F. Morgan, auctioneer.

Dated Honolulu, April 12, 1905.
FRANK C. BETTERS,
Assignee of Mortgage.

2683—April 14, 21, 28, May 5.

MORTGAGE MADE BY MARY BUCKLE.

MORTGAGEE'S NOTICE OF INTENTION TO FORECLOSE AND OF FORECLOSURE SALE.

In accordance with the provisions of a certain mortgage made by Mary Buckle to A. N. Campbell, Trustee, dated April 12, 1902, recorded Liber 232, page 319, now held by The Western and Hawaiian Investment Company, Ltd., as assignee, notice is hereby given that the mortgagee intends to foreclose the same for condition broken, to wit: non-payment of interest and principal when due.

Notice is likewise given that after the expiration of three weeks from the date of this notice, the property covered by said mortgage will be advertised for sale at public auction, at the auction rooms of James F. Morgan, in Honolulu, on Saturday, the 8th day of April, 1905, at 12 o'clock noon of said day.

Further particulars can be had of Castle and Withington, attorneys for mortgagee.

Dated Honolulu, March 17, 1905.
THE WESTERN AND HAWAIIAN INVESTMENT CO., LTD.,
Assignee of Mortgagee.

The premises covered by said mortgage consist of:

All that piece or parcel of land in Kamae, Honolulu, Island of Oahu, described as follows:

- 1.—Lot eleven (11), containing .20 of an acre.
- 2.—Lot twelve (12), adjoining lot 11 containing .347 of an acre.
- 3.—Lot thirteen (13), adjoining lot 12, containing .413 of an acre; the total acreage being about .96 of an acre, being the property described in a deed made by E. K. and K. Nahaoleia to Mary Buckle and Jane Clark, dated June 29, 1891, recorded book 123, page 189, being a part of the premises described in R. P. No. 1985, issued on L. C. A. No. 6245, Ap. 1, to Kalaekekeke.

The above sale has been postponed to Saturday, April 22nd, 1905, at 12 o'clock noon at salesroom of Jas. F. Morgan, Kaahumanu street, Honolulu, T. H.

JAS. F. MORGAN, Auctioneer.

The above sale has been further postponed to May 6, 1905, at 12 o'clock noon, at salesrooms of Jas. F. Morgan, Kaahumanu street, T. H.

2689—April 28, May 5.

COURT NOTICES

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE TERRITORY OF HAWAII.

The United States of America, Plaintiff and Petitioner, vs. J. W. Kawai; Mauikeale, wife of J. W. Kawai; the Estate of Henry Waterhouse, Deceased; et als, Defendants and Respondents. Action brought in said District Court, and the Petition Filed in the Office of the Clerk of said District Court, in Honolulu.

The President of the United States of America, Greeting:

To J. W. KAWAI; MAUIKEALE, wife of J. W. KAWAI; THE ESTATE OF HENRY WATERHOUSE, Deceased; ALBERT WATERHOUSE and WILLIAM WATERHOUSE, Executors of the last Will and Testament, and of the Estate of HENRY WATERHOUSE, Deceased